

SWORN STATEMENT

For use of this form, see AR 190-45: The proponent agency of the Deputy Chief of Staff for Personnel.

LOCATION: Fort Gillem, GA

DATE: 12 Aug 08 *LM*

TIME: 1819 *LM*

FILE NUMBER: SOCO 0058-08

LAST NAME, FIRST NAME, MIDDLE NAME: Kreeger, Lisa Robin

LAST FOUR OF SSN: XXX-XX-XXXX

GRADE/STATUS: YA-03

ORGANIZATION OR ADDRESS: U.S. Army Criminal Investigation Laboratory, Fort Gillem, GA 30297

LM I, Lisa R. Kreeger want to make the following statement under oath:

This office is investigating various allegations levied against personnel assigned to USACIL regarding a contract process with the National Forensic Science Technology Center (NFSTC).

Q: What do you know about the NFSTC?

A: I knew Kevin Lothridge, the executive director, before my employment with the Army. He was the former director of the National Institute of Justice, Science and Technology Division. The NFSTC is a grant recipient; and they perform an ever expanding range of research, development, education in the laboratory area. The NFSTC gets grants to do research. They then can develop products or services from that research, and sell these developments on the open market. They also provide accreditation preparation and/or remedies for labs that don't pass the accreditation process.

Q: Does USACIL have a long-standing relationship with the NFSTC?

A: None that I'm aware of. The only relationship I am aware of was the contracting of NFSTC to provide ASCLAD lab accreditation preparation in 2001 - 2002.

Q: Do you know when USACIL initiated a relationship with the NFSTC, who initiated it, and why?

A: I have first hand knowledge from 2006 on. The person I know who initiated it was Mr. Rick Tontarski, the USACIL Forensic Analysis Division chief.

Q: What involvement did you have in this process?

A: None, in the initiation of contact. In 2007 - 2008, I saw Lothridge in the lab visiting Tontarski, and I don't who paid for the trip. There's been a series of interactions with NFSTC.

Q: What services was USACIL trying to procure from the NFSTC in the post 2006 period?

A: I knew we were working with NFSTC to obtain the containers that are currently outside the lab that are prototypes for the deployable crime lab. When I was brought into the process to prepare legal documents for the official demonstration agreement, I had the impression that discussions with NFSTC had been conducted previously and before the official demonstration process had been initiated. When I prepared the vendors demonstration agreement, I was apprised on different requirements that needed to be in the VDA. I have emails with the information.

Q: Do you have any knowledge of USACIL trying to procure training for their examiners from NFSTC?

A: Yes, for some branches. Firearms, Latent Prints and DNA.

Q: What were the timelines, as far as identifying the need, working the contract process and then when the service was actually needed?

A: About Apr 08, I noticed Tontarski and some of the branch chiefs seemed to be interacting

Initial of person making statement *LM*

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with NFSTC and travelling to their lab and office in Largo, FL. This occurred around the time of the VDA for the containers. Someone brought it to my attention that Tontarski's wife was on the NFSTC board of directors. Another concern is that Mr. Carl Selavaka, a Forensic Science Officer that we recently hired, possibly hired by Tontarski, was also on the board of directors. In the beginning of May 08, I wrote a memo to Mr. Larry Chelko, the USACIL director, outlining my perception of a possible conflict of interest between Tontarski and the NFSTC. Then, one day I found out NFSTC people were in the lab doing an assessment and reviewing Programs of Instruction for forensic examiners and technicians in the Latent Print, Firearms, and DNA Branches. They were also providing us suggested approaches and prices for the provision of future training for those same folks. I knew nothing of the assessment until the day it occurred. I did not know of it when I wrote my memo to Chelko. Later, Chelko, the branch chiefs and I had meetings to discuss if there was a perception of a conflict of interest, if the Contracting Office could assist us in identifying and mitigating conflicts, if there were other competitors who could provide assessments and training, and if we were going to conduct market research before we submitted a request for a contract. Tontarski's position has been that NFSTC was the sole source of provision for the services. Tontarski stated there was no conflict of interest as his wife was not paid a salary for her position on the NFSTC board. Mr. Robert Abernathy, the chief of staff, sent an email to Tontarski with words to the effect that he should stand down from further negotiations with NFSTC. Shortly after, Tontarski took another trip or two to NFSTC to facilitate introductions and negotiations for further training between Special Operations Forces and NFSTC. I don't have any knowledge that such work is part of USACIL's current mission. Subsequently, Abernathy, Denise Turner from Budget, another budget person, and I went to the Contracting Office to discuss two or three contracts. We discussed if a sole source contract with NFSTC for the training was proper. The contracting people were extremely skeptical that there were no other competitors for NFSTC to provide the training. They said we needed to demonstrate good market research had been done to come to that conclusion, and that the assessment was conducted in such a way to make it unlikely that NFSTC could perform the contract. Contracting said we needed to determine what mitigation NFSTC was prepared to do regarding the conflict of interest – was Mrs. Tontarski willing to divest herself in order to mitigate the conflict? Two or three weeks later, we had the contracting folks at USACIL and discussed all of these things with Chelko and Tontarski.

Q: Who is in charge of the process to provide the assessment and training contract to the NFSTC?

A: I have never seen a contract, so I have no idea. I don't know if there was a process beforehand.

Q: What is the current status of the contract process for the assessment and training with the NFSTC?

A: I know they were paid for their assessment.

Q: Do you know the value of the intended contract for the NFSTC to provide training services to USACIL?

A: Approximately \$182,000.

Q: Why was the NFSTC selected as a possible source for this contract?

A: I have no idea.

Q: Do you know what type of contract was being considered?

A: I believe it was always intended to be a sole source contract.

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Q: If a sole source contract was being considered with the NFSTC, do you know why they were being considered as a sole source?

A: No, not without having an announcement in order to identify other forensic training providers. Several others exist, so I can't tell you why NFSTC was perceived to be a sole source.

Q: Do you know when a sole source contract can be offered?

A: Yes. Urgent or emergency needs. Only a single provider can perform.

Q: Were you aware of the services that the NFSTC could provide before this contract process started?

A: Yes. I knew that from my ten years of work with forensic sciences. They're a known provider, one of several, in the field.

Q: Do you have any professional relationships or routine contact with anyone affiliated with the NFSTC?

A: Salavka.

Q: Do you know if anyone in USACIL has a personal or financial interest in the NFSTC?

A: I know Salavka does not get paid by NFSTC. I don't know if Mrs. Tontarski does any paid consulting work for the NFSTC in addition to her position on the board.

Q: Do you know if anyone at USACIL has any personal relationships with anyone affiliated with the NFSTC? Is this relationship common knowledge throughout USACIL?

A: The Tontarskis and Salavka.

Q: Do you know of any conspiracy between Mr. Tontarski, Mr. Abernathy or any other USACIL personnel to wrongly award a contract to the NFSTC?

A: No.

Q: Do you know of any rewards that the NFSTC may have provided to anyone in USACIL?

A: No.

Q: Do you know if any USACIL personnel ever zealously tried to steer contracts toward the NFSTC? Why?

A: I am concerned that Mr. Tontarski had either not pursued other providers as diligently as he should have. I am concerned he had made a couple of the branch chiefs believe they can not pursue other competitors. Don Coffey and Bill Doyne and Don Mikko all travelled to NFSTC to see what great things they could provide.

Q: Are you aware of any improper efforts by anyone in USACIL regarding their efforts to show other sources of these services did not have the capabilities to perform the services needed by USACIL?

A: I don't know how much information other training providers were given or what time they were notified. I know no other provider was invited here.

Q: Do you know if any of the division chiefs contacted colleges or professional agencies to determine their capabilities to provide the needed services?

A: I believe Coffey and Mikko called people. I base this on the information in the request for the sole source contract.

Q: Do you know if any of the division chiefs were intentionally trying to get negative responses from the colleagues or professional agencies that they contacted about possibly providing the services need by USACIL?

A: I don't know of any chiefs did that.

In the anonymous complaint it was alleged that several crime lab chiefs were

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ordered by Mr. Tontarski to travel down to the NFSTC in order to discuss the NFSTC's capability in performing the specifications that were later going to be written into a sole source contract.

Q: What participation did you have in this?

A: None. I always found out after the trips occurred. With the exception of Mikko's trip. I saw Tontarski encourage Mikko to go to the NFSTC.

Q: Were you or anyone else ordered by Mr. Tontarski to travel to the NFSTC as alleged above?

A: No.

Q: How was this travel undertaken for how long, and who went?

A: Official TDY.

Q: Who approved the trips?

A: I don't know.

Q: Do you know if any under the table deals were made with the NFSTC at this in regards to a future and proposed sole source contract?

A: No. No one confessed to me.

Q: Was the possibility that a sole source contract with the NFSTC was discussed during the trips?

A: I have no such knowledge. But, it could have happened.

Q: Do you know if the trips were an effort to determine the NFSTC's capabilities, so that someone in USACIL could write a contract that only the NFSTC would be eligible for?

A: That's what I suspect, but I do not have any direct knowledge of it.

Q: Do you know if after the trips that specifications were developed that only the NFSTC would have been able to perform, or that placed them at a competitive advantage in being awarded the contract?

A: I don't know because I've never seen the documents.

Q: What other services has USACIL contracted from the NFSTC?

A: We've agreed to be their beta testers for the containers for the deployable crime lab.

Q: Do you have any knowledge of Mr. Tontarski threatening USACIL employees with poor performance evaluations if they did not support contracts with NFSTC?

A: No.

Q: Is there anything you wish to add to this statement?

A: I am confident that the sequence of events is accurate. I am not sure of the exact dates – some months identified may be inaccurate.///End of Statement///